

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
M. Putterman & Co. LLC		07/23/2008	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

Name:	Harris N.A.
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1039702	TENNA
Registration Number:	1039703	TENN-AIR
Registration Number:	1039704	TENNI
Registration Number:	1784867	CHEMGARD
Registration Number:	1510966	MPC
Registration Number:	1385990	PETRO GARD

## CORRESPONDENCE DATA

Fax Number: (312)803-5299

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (312) 845-3430

Email: kalwa@chapman.com

Correspondent Name: Richard Kalwa

Address Line 1: 111 West Monroe Street

Address Line 2: Chapman and Cutler LLP

Address Line 4: Chicago, ILLINOIS 60603

TRADEMARK

900111993

REEL: 003820 FRAME: 0679

CH \$165.00 1039702

ATTORNEY DOCKET NUMBER:	1691286
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	07/23/2008
Total Attachments: 3 source=2474454#page1.tif source=2474454#page2.tif source=2474454#page3.tif	

## TRADEMARK COLLATERAL AGREEMENT

This 23rd day of July, 2008, M. Putterman & Co. LLC, a Delaware limited liability company ("*Debtor*") with its principal place of business and mailing address at 4834 South Oakley Avenue, Chicago, Illinois 60609, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris N.A., a national banking association, with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603 and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

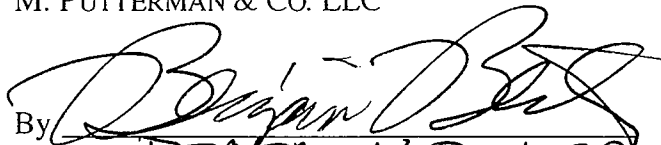
to secure the payment and performance of all Obligations of Debtor, certain affiliates of Debtor and MPC Group LLC, a Delaware limited liability company, as set out in that certain Security Agreement bearing even date herewith between Debtor, such other parties and Secured Party, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

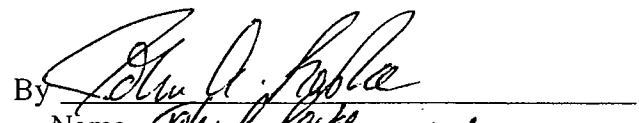
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

M. PUTTERMAN & CO. LLC

By   
Name BENJAMIN BEILER  
Title CEO

Accepted and agreed to as of the date and year last above written.

HARRIS N.A.

By   
Name John D. Fiske  
Title Senior Vice President

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

NAME OF TRADEMARKS	REGISTRATION OR APPLICATION NO.	REGISTRATION OR APPLICATION DATE
TENNA (word mark) [U.S.]	1039702	5/18/76
TENN-AIR (word mark) [U.S.]	1039703	5/18/76
TENNI (word mark) [U.S.]	1039704	5/18/76
CHEMGARD (word mark) [U.S.]	1784867	6/21/91
MPC (word mark) [U.S.]	1510966	3/24/88
PETRO GARD (word mark) [U.S.]	1385990	5/29/84